

GORDON SILVER  
Eric Hone (NV Bar No. 8499)  
Gabriel A. Blumberg (NV Bar No. 12332)  
3960 Howard Hughes Parkway  
Las Vegas, Nevada 89169  
ehone@gordonsilver.com  
gblumberg@gordonsilver.com  
Phone: (702) 796-5555  
Fax: (702) 369-2666

CLYDE SNOW & SESSIONS  
Jacob L. Fannesbeck (NV Bar No. 11961)  
Walter A. Romney, Jr. (*Pro Hac Vice to be Submitted*)  
201 South Main Street, Suite 1300  
Salt Lake City, Utah 84111  
jlf@clydesnow.com  
war@clydesnow.com  
Phone: (801) 322-2561

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

2:15-cv-00333-MMD-GWF

SAMICK MUSICAL INSTRUMENTS CO., )  
LTD., a Korean limited company, )  
  
Plaintiff, )  
vs. )  
QRS MUSIC TECHNOLOGIES, INC., a )  
Delaware corporation; THOMAS DOLAN, an )  
individual, )  
  
Defendants. )

Case No.: ~~3:14-cv-00618-MMD-VPC~~

**DEFENDANTS' MOTION FOR LEAVE  
TO FILE THEIR ANSWER AND  
COUNTERCLAIMS AGAINST  
PLAINTIFF AND MOTION TO DISMISS  
UNDER SEAL; ~~PROPOSED~~ ORDER**

COME NOW, Defendants QRS Music Technologies, Inc. ("QRS") and Thomas Dolan ("Mr. Dolan," and together with QRS, "Defendants"), by and through their counsel of record, and hereby submit the following Motion for Leave to File Their Answer and Counterclaims against Plaintiff and Motion to Dismiss under Seal. This Motion is based upon the following Memorandum of Points and Authorities, the pleadings and papers on file with the Court, and any oral argument that may be heard concerning this matter.

///

MEMORANDUM OF POINTS & AUTHORITIES

FACTS

1. Plaintiff Samick Musical Instruments Co., Ltd. (“Samick” or “Plaintiff”), is a Korean-based company and piano manufacturer. (Docket Number (“DN”) 2, ¶ 3.)

2. Defendant QRS is a designer, manufacturer, and distributor of pianos. (*Id.* at ¶ 4.)

3. Defendant Mr. Dolan is the President and Chief Executive Officer of QRS. (*Id.*)

4. This case arises from a dispute between the parties concerning their rights and obligations under a contract entered into between Samick and QRS in January 2010 (the “2010 Agreement”). (DN 1, pg. 2.)

5. Mr. Dolan is not a party to the 2010 Agreement. (*Id.*)

6. On December 1, 2014, Plaintiff commenced this matter by filing its Complaint with this Court. (*See generally, id.*)

7. As stated in the declaration of Matthew D. Francis, “The 2010 Agreement contains a strict confidentiality provision prohibiting disclosure of the terms of the 2010 Agreement and its accompanying Exhibits to any third party.” (DN 1-1, ¶ 2.)

8. In light of this confidentiality provision, Plaintiff filed its Complaint simultaneously with a motion a “Motion to File Complaint and Exhibits Under Seal.” (DN 1-1.)

9. The Court granted Plaintiff’s Motion to File Complaint and Exhibits Under Seal on December 12, 2014. (DN 12.)

10. Defendants similarly seek to honor the confidentiality provision of the 2010 Agreement, and accordingly, hereby request leave to file (i) a redacted version of their Answer and Counterclaims and motion to dismiss (filed concurrently herewith), along with certain exhibits attached thereto, and (ii) unredacted copies of the same with the Court, under seal (also, filed concurrently herewith).

///

///

///

///

ARGUMENT

Pursuant to Local Rule 10-5, a litigant may submit a motion for leave to file documents with the Court under seal. L.R. 10-5(b). Here, the factual averments and legal assertions contained in Plaintiff's Complaint and both Defendants' Answer and Counterclaims and motion to dismiss Plaintiff's tenth cause of action (filed concurrently herewith) pertain to disputes arising from the parties' 2010 Agreement. (Facts, ¶ 4.) The 2010 Agreement contains a strict confidentiality provision, and like Plaintiff, Defendants wish to honor that provision. (*Id.* at ¶ 7.) Accordingly, Defendants respectfully request that the Court seal Defendants' Answer and Counterclaims *and* motion to dismiss Plaintiff's tenth cause of action for fraudulent inducement, which contain numerous references to the 2010 Agreement. As indicated, redacted copies of Defendants' Answer and Counterclaim and motion to dismiss will also be filed with the Court.

The Court has already granted Plaintiff's request to seal the Complaint and amendments attached thereto pertaining to the 2010 Agreement, and Defendants hereby seek the same accommodation. Defendants' interest in honoring the confidentiality provision contained in the 2010 Agreement and their efforts to maintain the status quo constitute good cause for granting the instant motion. Accordingly, Defendants' respectfully request the Court grant Defendants' leave to file (i) a redacted copy of their Answer and Counterclaim and motion to dismiss Plaintiff's tenth cause of action for fraudulent inducement, and (ii) unredacted copies of the same with the Court, under seal.

///

///

///

///

CONCLUSION

Based on the foregoing, Defendants respectfully request that the Court grant their Motion for Leave to File Their Answer and Counterclaims against Plaintiff Motion to Dismiss under Seal.

DATED January 23, 2015.

CLYDE SNOW & SESSIONS

/s/ Jacob L. Fannesbeck

Jacob L. Fannesbeck (NV Bar No. 11961)  
201 South Main Street, Suite 1300  
Salt Lake City, Utah 84111

GORDON SILVER  
3960 Howard Hughes Parkway  
Las Vegas, Nevada 89169  
*Attorneys for Defendants*

ORDER

IT IS SO ORDERED:



GEORGE FOLEY, JR.  
United States Magistrate Judge

Dated: February 26, 2015

**CERTIFICATE OF SERVICE**

I certify that on the 23<sup>rd</sup> day of January 2015, the foregoing was e-served pursuant to the CM/ECF system:

WATSON ROUNDS  
Matthew D. Francis  
Arthur A. Zorio  
5371 Kietzke Lane  
Reno, NV 89511  
Email: mfrancis@watsonrounds.com  
Email: azorio@watsonrounds.com

CHOI CAPITAL LAW  
Boyoon Choi  
Frank Homsher  
520 Pike Tower, Suite 975  
Seattle, WA 98101  
Email: b.choi@choicapitallaw.com  
Email: f.homsher@choicapitallaw.com

*Attorneys for Plaintiff*

/s/ Kathryn A. Koehm  
An employee of GORDON SILVER